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**County of El Paso
Agenda Item Details**

Item Title:	DRO - Memorandum of Agreement Between Fort Bliss Army and Air Force Exchange for County Kiosk at the Freedom Market Place
Submitted By:	Brian Stanley, Executive Director
Department:	Domestic Relations Office
Department Phone Number:	915-834-8200
Subject:	<p>Rescind the Commissioners Court Order of June 10, 2024, Item No. 4H to approve and authorize the County Judge to sign the Memorandum of Agreement between the Fort Bliss Army and Air Force Exchange and El Paso County for placement of a County Kiosk at the Freedom Market Place from June 10, 2024, through June 10, 2026. (Contract No. 2024-0444) Further, approve and authorize the County Judge to sign the Memorandum of Agreement between the Army and Air Force Exchange Service and the County of El Paso on behalf of the El Paso County Domestic Relations Office for a Kiosk in Freedom Market Place (ARPA Project No. 1260) to provide pertinent community information to the Ft. Bliss Community for a 2-year term upon date of final signature. Funds are available in SG-ARPLAN21-CAPOUTLAYS. (Contract No. 2024-0639)</p>
Background:	<p>The initial Memorandum of Agreement with AAFES was signed in 6/2024 to place a kiosk at Freedom Market Place. AAFES requested an update to the MOA.</p> <p>There is no cost for the placement of the kiosk at the Army and Air Force Exchange, \$1,250 for the life of the MOA is for electricity, funds are available in the ARPA -1260 project.</p> <p>Contract Number: 2024-0639 Contract Term Start: 8/25/2024 Contract Term End: 8/25/2026 County Attorney Opinion Number:</p>
Fiscal Impact:	<p>Fiscal Impact Historical N/A</p> <p>Fiscal Impact Projected \$1,250</p>

Long Account Number: Amount:

Long Account Number: COSG-7281-0002021-431-50-11000-0001-00000-700000-

SG-ARPLAN21-CAPOUTLAYS

GARPVCKLIB-700000-706000-706002

Amount: \$0.00

Budget or Unbudgeted Match:

Recommendation:

Rescind the Commissioners Court Order of June 10, 2024, Item No. 4H to approve and authorize the County Judge to sign the Memorandum of Agreement between the Fort Bliss Army and Air Force Exchange and El Paso County for placement of a County Kiosk at the Freedom Market Place from June 10, 2024, through June 10, 2026. (Contract No. 2024-0444) Further, approve and authorize the County Judge to sign the Memorandum of Agreement between the Army and Air Force Exchange Service and the County of El Paso on behalf of the El Paso County Domestic Relations Office for a Kiosk in Freedom Market Place (ARPA Project No. 1260) to provide pertinent community information to the Ft. Bliss Community for a 2-year term upon date of final signature. Funds are available in SG-ARPLAN21-CAPOUTLAYS. (Contract No. 2024-0639)

Prior Action:

6/2024 MOA was signed and approved by Commissioners Court.

Strategic Plan:

Goal:

null

Objective:

Strategic Plan Information:

**Estimated Time Needed
For This Item:**

**MEMORANDUM OF AGREEMENT
BETWEEN
THE ARMY AND AIR FORCE EXCHANGE SERVICE
AND
THE COUNTY OF EL PASO
ON BEHALF OF THE EL PASO COUNTY DOMESTIC RELATIONS OFFICE
FOR
KIOSK IN FREEDOM MARKET PLACE**

This is a Memorandum of Agreement ("MOA") between the Army and Air Force Exchange Service ("AAFES") and the County of El Paso, a local governmental entity ("El Paso County"), on behalf of the El Paso County Domestic Relations Office ("DRO") . When referred to collectively, The AAFES and DRO are referred to as the "Parties."

- 1. AUTHORITIES:** DODI 1015.15, *Establishment Management and Control of Non-Appropriated Fund Instrumentalities and Financial Management of Supporting Resources*, is the authority under which AAFES activities operate the regulation which controls how AAFES non-appropriated funds ("NAFs") may be utilized and the regulations which controls the various areas of appropriated fund ("APF") support.
 - 1.1 DODI 4000.19, Support Agreements, 16 December 2020.**
 - 1.2 AR 5-9, Installation Agreements, 17 April 2018.**
 - 1.3 AR 215-1, Military Morale, Welfare, and Recreation Programs and Non-appropriated Fund Instrumentalities, Chapter 11 Commercial Sponsorship Advertising, 24 September 2010.**
 - 1.4 DODI 1015.10, Military Morale, Welfare and Recreation ("MWR" or "DFMWR") Programs, 6 July 2009, Incorporating Change 1, 6 May 2011.**
 - 1.5 DODI 1000.1, Financial Institutions on DoD Installations, 16 January 2009, Incorporating Change 1, Effective 17 May 2018.**
 - 1.6 DoD 1344.07, Personal Commercial Solicitation on DoD Installations, 30 March 2006.**
 - 1.7 AR 360-1, The Army Public Affairs Program, 8 October 2020.**
- 2. PURPOSE:** This agreement is entered into by an agreement the Fort Bliss AAFES and El Paso County, a local governmental entity, for the purpose of providing pertinent community information to the Fort Bliss Military Community via an interactive kiosk to be located in Freedom Crossing Market.

3. RESPONSIBILITIES OF THE PARTIES:

3.1 The AAFES will:

- 3.1.1 Provide space in the Lifestyle Center complete with access to electrical hookup in a high-visibility location for the interactive kiosk.
- 3.1.2 Facilitate the placement of the kiosks at Freedom Crossing Marketplace with the liaison and the SBM throughout the term of this agreement.
- 3.1.3 Provide access to electrical hookup in high-visibility locations for the interactive kiosk.
- 3.1.4 Report any power outages or equipment failure to the Chamber's point of contact.

3.2 The DRO will:

- 3.2.1 Provide the informational kiosk to include any equipment and software required to ensure it is functional.
- 3.2.2 Be responsible for the installation, setup and internet service of the information kiosk, include all necessary equipment and cable for the operation of the kiosk. Cover any cost associated with initial set up of the device (*i.e.*, installation of electrical connection).
- 3.2.3 Provide a primary point of contact for the purpose of reporting equipment failure, content issues, etc.
- 3.2.4 Maintain the content on the information kiosk in accordance with the governing rules and content reviews by DFMWR, the AAFES, and POC.
- 3.2.5 Ensure that no PII will be stored on the kiosks (*i.e.*, newsletter signup or surveys).
- 3.2.6 Be responsible for operation of the kiosk to include maintenance and repairs, both remote and onsite.
- 3.2.7 Obtain insurance or self-insure the Tourism Kiosk, against all loss or damage including (without limitations) fire, theft, vandalism, electrical malfunction or power loss, or other risk.

- 4. PERSONEL:** Each Party is responsible for all costs of its personnel, including pay and benefits, support and travel. Each Party is responsible for supervision and management of its personnel. Each party's responsibility for all costs of its personnel, including pay and benefits, support, and travel. Each party is responsible for supervision and management of its personnel.

5. GENERAL PROVISIONS:

5.1. POINTS OF CONTACT: The following points of contact ("POC") will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its POC upon reasonable notice to the other Party.

- 5.1.1 For the AAFES
 - 5.1.1.1 Service Business Manager (915) 562-9552 ext. 1131221.
 - 5.1.1.2 General Manager (915) 562-9552 ext. 1131201.

5.1.2 For the DRO

5.1.2.1 El Paso County Executive Director, 915.834.8292

5.1.2.2 El Paso County Law Library Assistant Manager, 915.546.2245

5.2 CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to the MOA will be addressed, if to the AAFES to:

5.2.1 AAFES Attn GM Office

Bldg. 55 Chaffee and Slater Road
El Paso, TX 79906

and, if to the DRO to:

5.2.2 El Paso County Domestic Relations Office

500 E San Antonio Ave, RM LL108
El Paso, TX 79901

or as may from time to time otherwise be directed by the Parties.

5.3 COMMON INSTALLATION SUPPORT SERVICES: Nothing in this agreement is intended to conflict with the terms of general support under the installation Support Agreement (“ISA”) by the host command to all AAFES activities on the installation, notwithstanding the need for this MOA to indicate applicable sources of appropriate funding.

5.4 REVIEW OF AGREEMENT: This MOA will be reviewed annually on or the anniversary of the effective date for financial impacts, and if there are substantial changes in resource requirements, the agreement will be reviewed in its entirety.

5.5 MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of Parties, duly signed by their authorized representative.

5.6 DISPUTES: Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive, or instruction, be resolved by consultation between the Parties.

5.7 TERMINATION OF AGREEMENT: This MOA may be terminated by either Party by giving at least 90 days’ written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

5.8 TRANSFERABILITY: This Agreement is not transferable except with the written consent of the Parties.

5.9 ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA’s subject matter.

5.10 EFFECTIVE DATE: This MOA takes effect beginning on the day the last Party signs.

5.11 EXPIRATION DATE: This Agreement has a 2-year expiration date. This MOA will be reviewed prior to the expiration date.

5.12 NO THIRD-PARTY BENEFICIARIES: Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party remedy or claim under or by reason of this MOA. This MOA will be sole and exclusive benefit of the Parties.

5.13 SEVERABILITY: If any term, provision, or condition of this MOA is held to be invalid, void or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve this purpose intended by the Parties to the greatest extent permitted by law.

5.14 OTHER FEDERAL AGENCIES: This MOA does not bind any federal agency, other than the Parties, nor waive required compliance with any law or regulation.

6. FINANCIAL DETAILS:

6.1 AVAILABILITY OF FUNDS: This MOA does not document the obligation of funds between the Parties. Through the obligation of appropriated funds by the Parties is subject to the availability of appropriated funds pursuant to the DoD Financial Management Regulations, the Parties agree to budget and program the funds required to meet the obligations herein. No provision in this MOA will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Section 1341 of Title 31, United States Code.

6.2 BILLING: AAFES will bill El Paso County in a one-time payment in accordance with the procedures of the billing Party. A record of the transaction will be sent to El Paso County, within 30 days after the month in which the transaction occurred.

6.3 PAYMENT OF BILLS: The El Paso County paying office will forward payments, along with a copy of billed invoices, to AAFES within 30 days of the date of invoice. Bills rendered will not be subject to audit in advance of payment.

6.4 FINANCIAL SPECIFICS: See attachment/ Appendix for all other details and information on the reimbursement support identified in paragraph.

7. LIST OF ATTACHMENTS:

7.1 Financial details for a reimbursable MOA, (page 6).

8. AGREED: [Approval authority signatures will never be alone on a blank page]

FOR: THE AAFES

FOR: THE DRO



JOANNE CAHALAN

Title: GM Manager

DATE: 06 Aug 2024

RICARDO A. SAMANIEGO

Title: El Paso County Judge

DATE: _____

Mid-Point review due date: _____

Mid-Point review completed by: _____
Signature and Name of Reviewer

ATTACHMENT/ APPENDIX
To
**MEMORANDUM OF AGREEMENT
BETWEEN
THE ARMY AND AIR FORCE EXCHANGE SERVICE AND THE COUNTY OF EL PASO
ON BEHALF OF THE EL PASO COUNTY DOMESTIC RELATIONS OFFICE
FOR
KIOSK IN FREEDOM MARKET PLACE**
Financial details for a reimbursable MOA

1. Reimbursable support: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel. Each party's responsibility for all costs of its personnel, including pay and benefits, support, and travel. Each party is responsible for supervision and management of its personnel.
2. Estimated amount of funds to be reimbursed to the Army and Air Force Exchange Service from the County of El Paso for \$1,250.00/ per the life of the original two year MOA. Further funding will be negotiated if this MOA is amended for additional years.